



DECEMBER 18, 2001

PTAS

FLEHR HOHBACH TEST ALBRITTON & HERBERT
ROBIN M. SILVA
SUITE 3400
FOUR EMBARCADERO CENTER
SAN FRANCISCO CA 94111-4187

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
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101874878A

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 10/05/2001

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BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:
LUO, YING

DOC DATE: 08/28/2001

ASSIGNEE:
HUANG, BETTY

DOC DATE: 09/09/2001

ASSIGNEE:
SHEN, MARY

DOC DATE: 09/09/2001

ASSIGNEE:
YU, PEI WEN

DOC DATE: 08/25/2001

ASSIGNEE:
RIGEL PHARMACEUTICALS, INC.
240 EAST GRAND AVENUE
SOUTH SAN FRANCISCO, CALIFORNIA
94080

SERIAL NUMBER: 09762491
PATENT NUMBER:

FILING DATE: 05/09/2001
ISSUE DATE:

RECEIVED
NOV 15 2002
TECH CENTER 1600/2900

*Exhibit to Statement 3.73(b)
Not for Recordation*

DOROTHY BASMA, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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10-16-2001

R:



ET

101874878

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ying LUO, Betty HUANG, Mary SHEN,
Pei Wen YU

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: AUGUST 25, 28 and
SEPTEMBER 9, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/762,491

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: ROBIN M. SILVA

Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP

Street Address: SUITE 3400
FOUR EMBARCADERO CENTER

City: SAN FRANCISCO
State: CA Zip: 94111-4187

6. Total number of applications and patents involved:

ONE

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 06-1300
Please debit any underpayment or credit any overpayment to the above deposit account.

Our File No. A-68285/RMS/DHR

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10/16/2001 (DIAZ) 00000028 09762491

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

RENEE M. KOSSLAK for
ROBIN M. SILVA

Name of Person Signing

Signature

9/24/01

Date

Total number of pages including cover sheet, attachments and document: [14]

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks

Box Assignments
Washington, DC 20231

File No. A-68285/RMS/DHR

1063086

ASSIGNMENT

WHEREAS, the undersigned,

(1) Ying LUO, (2) Betty HUANG,

(3) Mary SHEN, (4) Pei Wen YU,

(hereinafter termed "Inventors"), residents of

(1) Los Altos, (2) San Leandro,

(3) Newark, (4) Cupertino,

respectively, Counties of

(1) Santa Clara, (2) Alameda,

(3) Alameda, (4) Santa Clara,

respectively, States of

(1) California, (2) California,

(3) California, (4) California,

respectively, have invented certain new and useful improvements in

NOVEL APOPTOSIS PROTEINS

(Accompanying application)

and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention;

(Not accompanying application)

for which an application for a United States Patent was filed on 6 February 2001, having Application Number 09/762,491.

and

WHEREAS,

RIGEL PHARMACEUTICALS, INC., a corporation of the State of Delaware,

having a place of business at 240 East Grand Avenue, South San Francisco, California 94080

(hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

I. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial

Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

[continued on next page]

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said

Assignee this

(1) 28 day of August, 2001,
(2) _____ day of _____, 20____,
(3) _____ day of _____, 20____,
(4) _____ day of _____, 20____,

respectively.

Signature of Inventor (1):



Ying LUO

County of _____ }
State of _____ } ss.

On this _____ day of _____, in the year _____, before me,
a Notary Public of the State of _____,
personally appeared (1) _____, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he/she executed the same in his/her
authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature _____

L.S.

.....

Signature of Inventor (2): _____

Betty HUANG

County of _____ }
State of _____ } ss.

On this _____ day of _____, in the year _____, before me,
a Notary Public of the State of _____,
personally appeared (2) _____, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he/she executed the same in his/her
authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature _____

L.S.

Signature of Inventor (3): _____

Mary SHEN

County of _____ }
State of _____ } ss.

On this _____ day of _____, in the year _____, before me,
_____, a Notary Public of the State of _____
_____, personally appeared (3) _____, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he/she executed the same in his/her
authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature _____

L.S.

.....
Signature of Inventor (4): _____

Pei Wen Yu

County of _____ }
State of _____ } ss.

On this _____ day of _____, in the year _____, before me,
_____, a Notary Public of the State of _____
_____, personally appeared (4) _____, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he/she executed the same in his/her
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behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature _____

L.S.

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(3) Mary SHEN, (4) Pei Wen YU,

(hereinafter termed "Inventors"), residents of

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(3) Newark, (4) Cupertino,

respectively, Counties of

(1) Santa Clara, (2) Alameda,
(3) Alameda, (4) Santa Clara,

respectively, States of

(1) California, (2) California,
(3) California, (4) California,

respectively, have invented certain new and useful improvements in

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Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

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[continued on next page]

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Assignee this

(1) _____ day of _____, 20____,
(2) _____ day of _____, 20____,
(3) _____ day of _____, 20____,
(4) _____ day of _____, 20____,

respectively.

Signature of Inventor (1): _____

Ying LUO

County of _____ }
State of _____ } ss.

On this _____ day of _____, in the year _____, before me,
a Notary Public of the State of _____,
personally appeared (1) _____, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he/she executed the same in his/her
authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature _____

L.S.

.....

Signature of Inventor (2):

Betty HUANG

County of San Mateo }
State of California } ss.

On this 9th day of September, in the year 2001, before me,
Rebecca Cazares, a Notary Public of the State of California,
personally appeared (2) Betty Chao Bai Huang, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he/she executed the same in his/her
authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature Rebecca Cazares



Signature of Inventor (3): Mary Shen

Mary SHEN

County of San Mateo
State of California

} ss.

On this 9th day of September, in the year 2001, before me,
Rebecca Cazares, a Notary Public of the State of California,
_____, personally appeared (3) Mary Shen, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he/she executed the same in his/her
authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature

Rebecca Cazares



Signature of Inventor (4): _____

Pei Wen YU

County of _____
State of _____

} ss.

On this _____ day of _____, in the year _____, before me,
_____, a Notary Public of the State of _____,
_____, personally appeared (4) _____, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he/she executed the same in his/her
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WITNESS my hand and official seal.

Notary Signature _____

L.S.

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(3) Mary SHEN, (4) Pei Wen YU,

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(3) Newark, (4) Cupertino,

respectively, Counties of

(1) Santa Clara, (2) Alameda,
(3) Alameda, (4) Santa Clara,

respectively, States of

(1) California, (2) California,
(3) California, (4) California,

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Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

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[continued on next page]

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IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said

Assignee this

(1) _____ day of _____, 20____,
(2) _____ day of _____, 20____,
(3) _____ day of _____, 20____,
(4) 25 day of Aug., 2001,

respectively.

Signature of Inventor (1): _____

Ying LUO

County of _____ }
State of _____ } ss.

On this _____ day of _____, in the year _____, before me,
a Notary Public of the State of _____,
personally appeared (1) _____, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he/she executed the same in his/her
authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature _____

L.S.

.....

Signature of Inventor (2): _____

Betty HUANG

County of _____ }
State of _____ } ss.

On this _____ day of _____, in the year _____, before me,
a Notary Public of the State of _____,
personally appeared (2) _____, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he/she executed the same in his/her
authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature _____

L.S.

Signature of Inventor (3): _____

Mary SHEN

County of _____ }
State of _____ } ss.

On this _____ day of _____, in the year _____, before me,
a Notary Public of the State of _____, personally appeared (3) _____, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he/she executed the same in his/her
authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature _____

L.S.

Signature of Inventor (4): _____

Pei Wen YU

County of _____ }
State of _____ } ss.

On this _____ day of _____, in the year _____, before me,
a Notary Public of the State of _____, personally appeared (4) _____, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he/she executed the same in his/her
authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon
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